IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES

Application Number:	10/734,348
Filing Date:	12/12/2003
Applicant(s):	Mustansir M. Banatwala, Miguel A. Estrada, Joseph A. Russo, Sami M. Shalabi
Entitled:	METHOD AND SYSTEM FOR NAMED COLLABORATIVE SPACES IN A COLLABORATIVE COMPUTING ENVIRONMENT
Examiner:	Divecha, Kamal B.
Group Art Unit:	2151
Attorney Docket No.:	LOT920030071US1 (7321-25U)

REPLY BRIEF

Mail Stop Appeal Brief - Patents
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

This Reply Brief is submitted under 37 C.F.R. § 41.41 in response to the EXAMINER'S

ANSWER dated June 5, 2008.

The Examiner's response to Appellant's arguments submitted in the Appeal Brief of

March 24, 2008, raises additional issues and underscores the factual and legal shortcomings in

the Examiner's rejection. In response, Appellant relies upon the arguments presented in the

Appeal Brief of March 24, 2008, and the arguments set forth below.

In response to the arguments presented on pages 6 through 9 of the Appeal Brief in which Appellants asserted that Moser failed to teach "managing a common lifecycle for each provisioned instance of a named collaborative space and the business process components within the provisioned instance of the named collaborative space", the Examiner asserted the following on page 9 of the Examiner's Answer.

> In other words, as per appellant's specification, the limitation "managing common lifecycle ... " means when an NCS is instantiated, i.e. deployed and/or implemented, a business component instance is also instantiated, i.e. deployed and/or implemented. When an NCS is removed, the business component is also removed, etc.

Appellants agree with Examiner that the management of a common lifecycle means that when the NCS is _instantiated_ the business components within the provisioned instance are also _instantiated_ and likewise, the NCS is _removed_, so too are the business components therein.

Examiner states on page 9 of the Examiner's Answer, "At [0040], Moser teaches 'Each template is associated with a number of preset underlying roles, work sets, views, and processes for a general application... ' (Emphasis added)". Examiner continues on page 10 of the Examiner's Answer, "At [0053], Moser teaches the process of creating a collaboration area using the template. The views as referred in [0040] include news headlines, message view, calendar view, etc. (pg. 3 [0026-0028]). At [0054] and fig. 6, Moser shows a display of a collaboration area that has been initially created from a simple template." Appellants agree that Moser teaches the creation of a collaboration area from a template with preset views.

Examiner deviates from Appellants, however, when Examiner asserts that Moser teaches the instantiation of an NCS co-extensive with the instantiation of the business components within the provisioned instance, and the removal of the business components co-extensive with the NCS. Specifically, Examiner refers only to the "close" control of a collaboration area shown in

Figure 6 of Moser for the teaching of "managing a common lifecycle for each of the provisioned instance of the named collaborative space and the business process components within the provisioned instance of the named collaborative space" as if the presence of the window of Figure 6 of Moser teaches instantiation and as if the close control when activated results in the removal of the collaboration area. In this regard, Examiner states,

> Furthermore, **the functionality associated with the box with sign** X (hereinafter X) on the top right hand corner of window 180 is well known in the art. That is, it closes and/or removes the window, in this case, it closes window 180. When X is selected and/or clicked, the window 180 will be closed and/or removed, as well as the windows within the window 180, **thus** managing the common lifecycle for each provisioned instance of a NCS and the business components within the provisioned instance of the NCS, at least in light of appellant's specification as set forth above.

Thus, Examiner has construed the term "instantiation" with the display of a window and the term "removal" with the closing of a window. Yet, the term "instantiation" is a term well-known in the computing art that is not synonymous with displaying a window.

A simple "Google" search of the term "instantiation" will reveal the ordinarily understood meaning of the term "instantiation". For example, Whatis.com defines instantiation as,

> In programming, instantiation is the creation of a real instance or particular realization of an abstraction or template such as a class of objects or a computer process. To instantiate is to create such an instance by, for example, defining one particular variation of object within a class, giving it a name, and locating it in some physical place.
>
> 1) In object-oriented programming, some writers say that you instantiate a class to create an object, a concrete instance of the class. The object is an executable file that you can run in a computer.
>
> 2) In the object-oriented programming language, Java, the object that you instantiate from a class is, confusingly enough, called a class instead of an object. In other words, using Java, you instantiate a class to create a specific class that is also an executable file you can run in a computer.
>
> 3) In approaches to data modeling and programming prior to object-oriented programming, one usage of *instantiate* was to make a real (data-filled) object from an abstract object as you would do by creating an entry in a database table

(which, when empty, can be thought of as a kind of class template for the objects to be filled in).

Likewise, Merriam-Webster's Dictionary defines the verb "instantiate" to mean " to represent (an abstraction) by a concrete instance". Thus, displaying a window does not necessarily result from an "instantiation" nor does the removal of an instance necessarily flow from the closing of a window as it is well-understood in the art of object-oriented programming. Examiner, however, believes instantiation to mean "display" and the counterpart term of "remove" to mean "close window". Examiner's claim construction, then, runs counter to the broadest reasonable interpretation of the term "instantiate".

In any event, Examiner still fails to account for every recited limitation in claims 1 and 8. Namely, Examiner has not accounted for the teaching of "managing a common lifecycle for each of the provisioned instances of the named collaborative space and the business process components...". On page 12 of the Examiner's Answer, Examiner only states, "Furthermore, the term "each" in the claim fails to set forth a boundary, i.e. the number of created instances. In Moser, one or more instances can be created as set forth above, i.e. with the similar process as used to create instance such as in figure 6. As such, every created instance will have views and the box with sign X, thus managing common lifecycle for each of the provisioned instance of the NCS." Examiner provides no evidentiary foundation for the assertion that Moser teaches the presence of multiple instances of a named collaborative space for which a common lifecycle can be managed for the business process components disposed therein as expressly recited in claims 1 and 8. Examiner appears only to rely upon Examiner's own unsupported allegations.

With respect to claim 15, in response to Appellants' arguments on pages 9 and 10 of the Appeal Brief, Examiner states on page 14 of the Examiner's Answer,

In other words, the "one-to-many relationship" is simply an environment where a single collaborative space comprises a plurality of objects such as member object that identifies and relates members to a particular named collaborative space, business object that provides business instances and metadata object that provides the ability to add and define additional properties of an NCS.

Moser teaches instantiating a NCS, i.e. a collaboration area from a simple template, e.g. pg. 6 [0054] and fig. 6, reproduced herein.

Of note, throughout the entirety of the prosecution of the instant application, the foregoing represents Examiner's first attempt at properly mapping a teaching in a cited reference to specific claim language as was the Examiner's responsibility under 37 C.F.R. 1.104(c)(2). Even still, in reference to Figure 6 of Moser, only a window with a collaborative area is shown to include multiple different fields in different views--namely a "participant" view (element 182), a "news" view (element 186) and a "collaboration area" view (element 184).

There is no indication in Figure 6, however, that the views provided therein maintain a one-to-many relationship with the collaboration area (element 180) in that there can only be one NCS instance for each instance of the business process components (the ordinary meaning applied to the term "one-to-many". To wit, Examiner's claim construction of one-to-many appears to ignore the plain meaning and hence the broadest reasonable interpretation of the term "one-to-many". Referring again to claim 15, claim 15 recites,

a central processing unit functioning to provide plurality of **business process component instances** accessible within the provisioned instance of the templatable and provisionable named collaborative space **in a one-to-many relationship,** the central processing unit in operative communication with the database.

In that claim 15 expressly requires business process components instances accessible within the provisioned instance of the NCS in a one-to-many relationship, Examiner still has not accounted for all recited claim terms of claim 15.

For the reasons set forth in the Appeal Brief, and for those set forth herein, Appellants respectfully solicit the Honorable Board to reverse the Examiner's rejection under 35 U.S.C. § 102.

To the extent necessary, a petition for an extension of time under 37 C.F.R. § 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 12-2158, and please credit any excess fees to such deposit account.

Date: August 5, 2008   Respectfully submitted,

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